

REQUEST FOR:



[] QUOTATION [X] BID PKG [] QUANTITY PURCHASE AGMT
[] SMALL BUSINESS SET-A-SIDE (QPA)

FOR: 495-4-4710

Three (3) 2004 Chevrolet Suburban

Opening Date: 05/28/04 3:00 PM

Laura Deaton-Kiese

Released By:

Telephone Number: 317-233-3818

E-Mail: tdeaton@idoa.state.in.us

Bidder's Name:

I. GENERAL INFORMATION

Below is a checklist provided to assist you. **Please note that these instructions may not contain all applicable requirements. Careful reading of this request is critical.** Failure to follow these instructions or those printed throughout this form may lead to the rejection of your Solicitation. It is not necessary to return this page with your response.

- A. _____ Type or print legibly in black ink all requested information, including prices and extensions, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications.
- B. _____ **Manually sign the Signature Page.** Solicitation may be rejected if it contains any alterations or erasures that are not initialed by the signer of the solicitation. The Non-Collusion Affidavit language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications and other documents of this solicitation. The purpose of the Non-Collusion Affidavit is to certify that no price fixing or improper contact with any State employee or other vendor in the market has occurred.
- C. _____ Do not submit photocopies of solicitation documents. Retain photocopies for your own information and provide originals to the Department of Administration. **Telegraphic, facsimile, or electronic Bids are not acceptable** unless authorized in advance by the Procurement Division of the Department of Administration. **Facsimile Quotations are accepted**, but must be received by the Opening Date and Time stated above. Fax number is 317/232-7312, Attention Bid Room.
- D. _____ **Do not add any contractual or payment terms and conditions.** Terms of the award will be those listed in this request form and the resulting Purchase Order only. The only payment terms consistent with State statute and fiscal procedures are net cash basis. No interest or carrying charges are allowable.
- E. _____ If a Bid Bond is required, the bid bond must be submitted in proper form with the bid (Invitation for Bid terms will indicate if bond is required).
- F. _____ If you are not willing to accept a split award (partial order), your request must include the statement **"Bidding all or none"**. The State of Indiana reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately or all to one bidder. **ITEMS NOT BID** – If a bidder does not desire to submit a bid for an item, he shall show the words "NO BID" in the unit column for that item. Any errors in extension or totals may result in rejection of the solicitation.
- G. _____ The request must be received and clocked in by or prior to the due date and time indicated.
- H. _____ You are not required to be registered to submit a request. However, if you are considered for the recommended award and are not registered, your bid or quote will be placed in a hold file. A notification letter will be sent to you stating the registration requirements and you will then have **fifteen days** from the date of the letter to register with the Procurement Division and any other state entity requiring registration. If the requirements are not met on the sixteenth day, the recommended award will be canceled and awarded to the next lowest bidder that meets specifications. To register or verify your registration, please call the Procurement Division at (317) 232-6870.
- I. _____ **Each solicitation must be returned in a separate envelope. *(see below)**
The envelope must clearly indicate the following information.
- The notation **"SEALED BID/QUOTE/QPA"** (please indicate which of the preceding type of request forms you have submitted)
 - The **Requisition Number** (Provided on the Request for Bid/Quote)
 - The **Due Date and Time**
 - The completed envelope must be returned to:
Department of Administration, Procurement Division,
402 W. Washington St. Room W468, Indianapolis, IN 46204
DO NOT SEND TO THE ATTENTION OF THE PURCHASING ADMINISTRATOR

- IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.
- CAUTION TO VENDORS ABOUT SHIPPING/MAILING:** UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT SOLICITATION RESPONSES ARE RECEIVED BY THE PROCUREMENT DIVISION ON OR BEFORE THE DESIGNATED TIME AND DATE.

All solicitations submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This solicitation/award contains the complete and final agreement between State and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon State or Vendor unless made in writing and signed by State's and Vendor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. Unit prices are to be quoted/bid on the basis of the unit specified. A binding contract will be created, if the solicitation is accepted, by the issuance of a purchase order at any time within the period so given. Each bidder should carefully check his/her solicitation before submitting it to the Procurement Division of the Department of Administration. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, Contract Administration Director and may result in cancellation of the Purchase Order without recourse on the part of the awarded vendor.
3. **TERMINATION FOR CONVENIENCE:** This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State of Indiana. Termination of services shall be affected by delivery to the contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The contractor shall be compensated for services rendered prior to the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to contractor exceed the original contract price due on contract or any price increase be allowed on individual line items if canceled only in part prior to the original termination date.
4. **INSURANCE:** If this agreement provides for work to be performed by the Vendor on property owned or controlled by the State of Indiana, or on property of others named herein, Vendor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees. Upon request, Vendor shall furnish a written certificate of insurance specifying the name of the Insurer and the policy and expiration date.
5. **F.O.B. DESTINATION:** The State of Indiana prefers solicitations to be submitted on a delivered basis; therefore all solicitations will be considered to be made on the basis of all shipping charges prepaid and allowed. If transportation charges are NOT allowed, the bidder must so state and show such charges in his/her solicitation. The shipment must be prepaid and transportation charges added to the invoice. The State of Indiana will pay for such transportation charges only on the basis of the lower price, whether it is the one shown in the solicitation or the charges shown on the prepaid freight bill. **THE STATE OF INDIANA DOES NOT HAVE FACILITIES FOR COLLECT SHIPMENTS; THEREFORE, COLLECT SHIPMENTS WILL NOT BE ACCEPTED.**
6. **TITLE:** Title to all drawings, blueprints, dies, patterns, tools and all other property prepared or constructed by Vendor at Vendor's plant or elsewhere or ordered for use in connection with the order to the extent that the State of Indiana has made payment, therefore, or has furnished to Vendor at no charge, shall vest in and be the property of the State of Indiana and shall be identified as such; and Vendor assumes all liability for loss or failure to deliver such property to the State of Indiana.
7. **DELIVERY:** Vendors are warned the agency receiving delivery is not alone authorized to modify the contract terms. Delivery must be made at time agreed upon. If any indicated or actual delays arise, the agency designated to receive the merchandise must be notified immediately and the cause for such delay stated. If any goods are not delivered within the time specified on any purchase order, or within a reasonable time not exceeding 30 days after receipt of a purchase order if no time is specified, the agency may refuse to accept such goods, and the Department of Administration, Procurement Division, may cancel this agreement. Each package shall be numbered and labeled with the State of Indiana's purchase order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment. The Vendor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration Procurement Division.
8. **OPEN COMPETITION:** The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate quotes/bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their solicitation. Any Specifications, drawings, notes, instructions, engineering notices or technical data referred to in the Solicitation/Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth.
9. **QUANTITY:** Goods shipped in excess of quantity designated in Purchase Order may be returned at the Vendor's expense.
10. **QUALITY:** Vendor warrants all materials and/or services delivered hereunder to be free from defect of material or workmanship, and to conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of Indiana of the material or service.
11. **INSPECTION:** All material, workmanship, or services entering into the performance of this Order shall be subject to State's (or designated representative's) inspection and test at all times before, during, or after manufacture. Vendor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors. Final inspection and acceptance shall be on State's premises unless otherwise specified. The State of Indiana shall have the right to reject and return at Vendor's expense, or to require at Vendor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of this Order. All rejects shall be held at transportation and handling costs until returned to Vendor or corrected by Vendor.
12. **Nondiscrimination:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin, ancestry or status as a veteran. The contractor understands that the State is a recipient of federal funds. Pursuant to that understanding the contractor, and its subcontractor, if any, agree that if the contractor employs 50 or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Breach of this covenant may be regarded as a material breach of contract. The State of Indiana shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.
13. **TAXES:** Prices listed on an invoice submitted by Vendor for payment is not to include any tax for which the State is exempt. The State of Indiana will furnish an exemption certificate for tax for which the State is exempted if such is required. The State will not be responsible for any taxes levied on the Vendor as a result of this agreement.
14. **CONTAINERS AND PACKING:** The State of Indiana will not advance the cost of drums, carboys, cylinders, barrels, bags, or other such returnable containers which, in the custom of the trade, are considered as the property of the Vendor, except under the following conditions: charges for such containers are to be covered by memo invoice, the State guarantees to return such containers when empty, and transportation charges are collect to destination specified by the Vendor. If the State fails to return containers within a reasonable time, it guarantees to pay for them. The bid must clearly state Vendor's compliance with the foregoing conditions and the charges applying to containers. No charge will be allowed for packing, crating, or cartage, unless specified by the Vendor in his/her solicitation.
15. **PATENTS:** The vendor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Vendor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Vendor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Vendor, and provided that the State:
- Gives the Vendor a prompt written notice of any claim; and
 - Allows the Vendor to control and fully cooperates with the Vendor in the defense and all related settlement negotiations.
16. **CONTINGENCIES:** Neither party hereto shall be liable to the other for default or delay in delivering or accepting goods hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different contingency beyond the reasonable control of the respective parties. This solicitation/award may be canceled by the State of Indiana without liability in the event of a petition in bankruptcy being filed by or against the Vendor, or in the event of the appointment of any receiver.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this contract – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.
18. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this agreement shall be reviewed by the State of Indiana and the Contractor to determine whether the provisions of the contract require formal amendment.
19. **GOVERNING LAWS:** This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
20. **PAYMENTS:** All payment obligations are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law, IC 5-17-5-1, and state fiscal policies and procedures and in this regard the Contractor agrees to execute such State payment (invoice) forms not inconsistent herewith.
21. **WARRANTY:** The Seller will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturers standard warranty, whichever is longer, beginning on the first day after acceptance by the agency provided that such maintenance and parts are not required because of accident, neglect, misuse, failure of electrical power or air-conditioning, humidity control, or causes other than ordinary use. Any such service required as a result of erroneous site preparation specifications furnished by the Seller or otherwise required due to the fault or negligence of the Seller, shall also be provided by the Seller at no additional charge. All replaced parts shall become the property of the Seller. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Seller, shall bear all cost of such shipment including, but not limited to cost of packing, transportation, rigging drayage, and insurance. The warranty shall apply to the replacement machine beginning on the first day following delivery of the replacement machine to the using agency.
22. **INFORMATION TECHNOLOGY ACCESSIBILITY:** The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended.

SF47875(ELEC-4-00)

CERTIFICATION PAGE
CERTIFICATION AS A SMALL BUSINESS

PLEASE CHECK IF APPLICABLE.

This is to certify that the Bidder is qualified as a Small Business concern under the size standards of this solicitation. Providing false information will be subject to the sanctions found in IC 4-13-1-21 and IC 35-43-5-11. The Bidder should be registered with the Procurement Division as a Small Business concern with a defined area of qualification.

(1)_____ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year.

- (2) _____ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons.
- (3) _____ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less.
- (4) _____ Manufacturing business which employs no more than one hundred (100) persons.

SECRETARY OF STATE APPROVAL FOR OUT-OF-STATE BIDDERS

_____ PLEASE CHECK IF APPLICABLE.

This is to certify that the information provided in the notice to out-of-state corporation bidders is a full and true account of this corporation's standing with the Indiana Secretary of State's office on the due date of this request, in accordance with Indiana Code, Section 5-22-16-4.

RECYCLED PREFERENCE

_____ PLEASE CHECK IF APPLICABLE.

This is to certify that the bidder's representations of the Recycled Content preference within this package are true to the best of my knowledge.

INDIANA SMALL BUSINESS PREFERENCE

_____ PLEASE CHECK IF APPLICABLE.

This is to certify that the bidder's representations of the Indiana Small Business preference within this package are true to the best of my knowledge.

SUSPENSION

_____ PLEASE CHECK IF APPLICABLE.

This is to certify that I am not currently suspended or debarred from conducting business with any other governmental entity.

- Please note that the maximum aggregate price preference available to any vendor is 15%.

MINORITY BUSINESS DEVELOPMENT

_____ PLEASE CHECK IF COMPLETED (**MANDATORY**).

Pursuant to IC 4-13-16.5 and 25 IAC 5, the contract goal for this solicitation is 1 % for Minority Business Enterprise participation and 1 % for Woman Business Enterprise participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned M/WBE goals. Completion of the Minority and Woman Business Participation Plan in this solicitation is **MANDATORY!** Failure to provide the minority/woman business participation plan at the time of solicitation submission may result in the disqualification and rejection of the solicitation submission. Please note that IDOA reserves the right to verify all information included on minority/woman business enterprise participation plans before making final determinations of the bidder's responsiveness and responsibility.

Participation does not need to be only through subcontractors, but can also be through second-tier participation with common suppliers (office supplies, courier services, accounting services, janitorial services, etc.). Include only the proportion of those contracts, which pertains to the bid being submitted.

In the event the bidder has demonstrated a good faith effort to meet or exceed the goal, and has worked with the IDOA Minority and Women's Business Enterprises Division to design a plan in an acceptable time period, and is still unable to produce an acceptable participation plan before the opening date of the solicitation, then that Vendor may submit an application for program waiver with the documentation of their good faith effort. The State reserves the right to accept, to verify, or to deny any application for waiver from the participation goal.

By submission of the bid package, the bidder thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's minority and women's business enterprise program (25 IAC 5). Questions involving the regulations governing the minority and women's business enterprise participation plan and/or the application for relief from the participation goal should be directed to the IDOA Minority and Women's Business Enterprise Division office at (317) 233-6607.

PAYMENT BY CREDIT CARD

The State of Indiana is currently exploring the utilization of a procurement credit card as another means for payment of supplies/services ordered. Respondents are requested to indicate (by placing a check mark at the beginning of one of the below paragraphs) whether they will accept the credit card as a method of payment when used by the ordering agencies. This method of payment is currently not available, but should be available sometime during the term of this contract.

- (a) Definitions. "Procurement credit card" means the uniquely numbered credit card issued by a Commercial Credit Contractor, to a designated individual State employee to pay for official State purchases. "Oral delivery order" means an order placed orally either in person or by telephone or via on-line ordering.
 - (b) At the option of the State and if agreeable to the vendor(s), payments of \$25,000 or less may be made using the State's procurement credit card.
 - (c) The vendor(s) shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacements of a defective or faulty item in accordance with other contract requirements, the vendor(s) shall immediately credit a cardholder's account for items returned as defective or faulty.
- (1) _____ I will accept the procurement credit card, and offer the following discount for all orders placed using the credit card: _____%
 - (2) _____ I will accept the procurement credit card, but elect not to offer any discount for orders placed using the credit card.
 - (3) _____ I elect not to accept the procurement credit card for payment of supplies issued against the schedule contract.

(NOTE: Discounts offered in connection with the credit card will not be used in the evaluation of the offer.)

ELECTRONIC PROCUREMENT (E-PROCUREMENT)

The State of Indiana is currently in the planning stages of implementing an e-procurement system. This purchasing method is not yet available, but could play an important role in the State's purchasing activities in the future. Respondents are requested to respond "yes" or "no" to the statements below.

Responses to this survey are for informational purposes only and will not be considered in the evaluation of this solicitation.

- (a) **Definition:** E-Procurement will be an Internet based system allowing State of Indiana agencies to place orders electronically from established electronic catalogs resulting from a conventional procurement method.
- (b) **Purpose:** To expedite the process of placing orders and receiving goods and services, while reducing the administrative costs associated with current conventional purchasing methods and policies.
- (c) **Benefits:** Participating vendors realize increased sales due to an Internet based system, as entities other than State of Indiana agencies may purchase from the established catalogs if agreeable to the vendor. Due to the electronic placement of orders, mistakes in ordering and paperwork is greatly reduced, while accelerating the payment process associated with conventional purchasing methods.
- (d) **Transaction Fees:** A nominal per transaction fee may be associated with an E-Procurement system.

Yes ___ **No** ___ My company is interested in the benefits an Internet based E-Procurement system may have to offer.

Yes ___ **No** ___ My company currently maintains an electronic catalog.

Yes ___ **No** ___ My company would be interested in participating in E-Procurement if the means to create and maintain an electronic catalog are available.

SF47893(ELEC7-99)

RECYCLED PREFERENCE (IC 5-22-15-16 & 17)

A Recycled Preference of fifteen percent (15%) may be applied for evaluation purposes, unless stated otherwise in the specifications. The amount of recycled content required for product requested in this solicitation is listed in the specifications. If the required recycled content is not listed in the specifications, then the item must contain recycled content of at least twenty percent (20%) in order for the vendor to claim the recycled preference.

The amount of the offer will be multiplied by the amount of the preference amount claimed (usually 15%). This calculated amount is then deducted from the original offer to determine the evaluation amount to consider. The preference is for evaluation only and is not a discount. The Procurement Director or designee will utilize the adjusted price as determined in the above explanation in determining the overall lowest responsible bidder or offeror. The contract award will be made to the lowest responsible, responsive offeror whose total adjusted offer is the lowest meeting all specifications. The amount originally offered will be the amount of the award.

A manufacturer's certification must be submitted for each item or group of items for which you seek a preference or your preference may not be considered.

Do you plan to claim the Recycled Content Preference of fifteen (15%) percent?

YES _____

NO _____

THE FOLLOWING PORTION SHOULD BE COMPLETED EVEN IF NO PREFERENCE IS BEING CLAIMED:

EVEN IF YOU ARE UNABLE TO CLAIM A PREFERENCE, BUT ARE BIDDING A RECYCLED PRODUCT (S), PLEASE LIST THE PERCENTAGE OF CONTENT.

ITEM (S)	% RECYCLED RECOVERED MATERIALS	% POST CONSUMER RECOVERED MATERIALS

IF THERE IS MORE THAN ONE LINE ITEM THAT IS RECYCLED, THE CONTENT MUST BE LISTED FOR EACH.

SECRETARY OF STATE APPROVAL

Indiana Code 5-22-16-4 requires that all foreign (out-of-state) corporations must be registered with the Indiana Secretary of State in order to do business with the State of Indiana. This requirement applies only to out-of-state corporations and not to any other business entity.

Failure to register with the Secretary of State's office may result in a determination of your corporation as non-responsible and contracts awarded to your corporation may be canceled.

All out-of-state corporations should complete the following section or your request may be considered non-responsive. This requirement to register is based on Indiana government procurement law, not corporation's law. It is applicable to all corporations regardless of their size, number of shareholders, Sub-chapter S status or whether the corporation is doing business in Indiana.

This corporation is currently registered with the Secretary of State (check one). Failure to provide true information may affect your future ability to do business with the State of Indiana.

YES _____ Provide Date of Registration _____

NO _____ Provide Date of Application _____

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State
Corporation Section
302 W. Washington St. Rm. E018
Indianapolis, Indiana 46204
(317) 232-6576

SF49428(11-99)

INDIANA SMALL BUSINESS PREFERENCE

(IC 5-22-15-23)

An Indiana Small Business Preference of fifteen percent (15%) may be applied for evaluation purposes.

The amount of the bid will be multiplied by the amount of the preference amount claimed (15%). This calculated amount will then be deducted from the original offer to determine the evaluation amount to consider. The preference is for evaluation only and is not a discount. The Procurement Director or designee will utilize the adjusted price as determined in the above explanation in determining the overall lowest responsible bidder or offeror. The contract award will be made to the lowest responsible, responsive offeror whose total adjusted offer is the lowest meeting all specifications. The amount originally offered will be the amount of the award.

You must meet the following criteria to claim the fifteen percent (15%) Indiana Small Business Preference.

- The business must be located in the State of Indiana. The IDOA Procurement Division defines an "Indiana" business as a business that meets one of the following criteria: 1) The principal office is located in the state of Indiana **AND** the company is registered with the Indiana Secretary of State as an Indiana corporation **OR** 2) 51% or more of the company's value is the result of business activity in the state of Indiana.
- The bidder must qualify as a Small Business concern under the size standards of this solicitation. The Bidder should be registered with the Procurement Division as a Small Business concern with a defined area qualification. Providing false information will be subject to the sanctions found in IC 4-13-1-21 and IC 35-43-5-11.

You must meet at least one of the following to claim the fifteen- percent (15%) Indiana Small Business Preference (IC 5-22-14-3). (Please circle the number which applies to your business.)

- 1) Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year. "Wholesale business" means a business that derives its principal source of income (over 50 percent of gross revenues) from sales to retailers, other merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition includes distribution activities.
- 2) Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons. "Service business" means a business that derives its principal source of income (over 50 percent of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.
- 3) Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less. "Retail business" means a business that derives its principal source of income (over 50 percent of gross revenues) from the sale of supplies to the ultimate consumer.
- 4) Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturing business" means a business that derives its principal source of income (over 50 percent of gross revenues) from the sale of goods the firm produces at its own facility made from raw, unfinished materials, as distinguished from the final product.

* Please note that the Procurement Division may require documentation to support your claim of operating as a small business.

Are you an Indiana Small Business and plan to claim a fifteen percent (15%) preference as a result?

YES _____ NO _____

SF47875 (ELEC 7-99)

U.S. MANUFACTURED PRODUCT PREFERENCE CERTIFICATION

This is to certify under penalties of perjury that each of the bidder's end products, except those listed below, are a U.S. Manufactured Product as stated in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

For further information please reference the Vendor Handbook located at <http://www.state.in.us/idoa>

PLEASE CHECK ONE OF THE FOLLOWING:

{ } U.S. Manufactured Product Preference applies:

{ } U.S. Manufactured Product Preference **DOES NOT** apply to the following product(s).

Product(s)**Country of origin**

SF44260(ELEC4-97)

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Vendor and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision(c) (2) above, or otherwise receiving actual notice of such conviction; and
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SF4391(R4-97)

NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

DRUG-FREE WORKPLACE CERTIFICATION

This is to certify that the Bidder will provide a drug-free workplace required by Executive Order No. 90-5, and affirms under penalties of perjury, that he or she is authorized to execute this certification.

SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands the specifications, including General and Special conditions of this document.

BIDDER _____ FEDERAL ID NUMBER _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER (_____) _____

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, _____, the undersigned _____
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this _____ day of _____, _____, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

EXCEPTIONS

_____ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

SF47895 (ELEC4-97)

MINORITY AND WOMEN’S BUSINESS ENTERPRISE PARTICIPATION PLAN

An offeror is expected to submit in each response a Minority Business Enterprise Participation Plan in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the offeror must show that there are racial minorities and woman owned enterprises participating in the proposed contract. While the participation may be as a subcontractor, second tier participation with common suppliers (e.g., office suppliers, courier services) is acceptable. Respondents must indicate the name of the racial minority owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the goal for this solicitation cannot be directed toward racial minority or woman owned enterprises, the respondent may demonstrate that a minimum of an amount equal to the goal of overall annual proceeds) from all business) are directed to racial and woman owned enterprises. Please note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the solicitation in question.

Failure to provide the Plan at the time of bid submission may result in the disqualification and rejection of the offer. The Indiana Department of Administration reserves the right to verify all information included in the Minority and Women Business Enterprise Participation Plan before making final determination of the offeror’s responsiveness and responsibility.

An offeror may submit an application for a program waiver if the indicated goal or no participation is met. The offeror should demonstrate a good faith effort to meet the goal for example by working with the Minority and Women Business Development office of the Indiana Department of Administration to design a plan to meet the goal in an acceptable time period. Should those efforts not produce the goal, the waiver application may be submitted with documentation of the good faith effort. The State reserves the right to accept, verify or deny any application for waiver from the contact goal.

By submission of the offer, the offeror thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana’s Minority Business Enterprise Program. Questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan and/or the application for relief from the goal should be directed to the Compliance Manager of the Minority and Women’s Business Enterprise Development office at 317/233-6607

MBE/WBE PARTICIPATION PLAN

BID/REQ # _____ DUE DATE _____

BID/REQ NAME _____

OFFEROR _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE() _____

The following minority owned firms will be participating in the Bid/Req. according to the following schedule:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>CONTACT</u>	<u>TRADE</u>	<u>AMOUNT</u>

***If additional room is necessary, please attach a separate page**
THIS DOCUMENT MUST BE INCLUDED IN YOUR BID/PROPOSAL

APPLICATION FOR MBE/WBE PROGRAM WAIVER

TELEPHONE () _____

____ Other (see attached description)

[illegible]

DATE

THIS DOCUMENT MUST BE INCLUDED IN YOUR BID/PROPOSAL